

**STRICTLY PRIVATE & CONFIDENTIAL**

**ATTENTION ADDRESSEES ONLY**

**COPYRIGHT COMMUNICATION**

**SUBJECT TO SIGNED CONTRACT**

**& WITHOUT PREJUDICE (Save As To Costs)**

FAO : 'The Domains'

Dear Sirs,

By way of introduction, please be advised that Web Sheriff® represents **BRYAN ADAMS®** and **ADAMS COMMUNICATIONS INC.™** (hereinafter jointly and severally referred to as "**BRYAN ADAMS®**") as on-line rights agents in relation to – *inter alia* – the administration, protection and enforcement of our said clients' / principals' intellectual property.

Please be further advised that **BRYAN ADAMS®** owns and otherwise controls – again *inter alia* – **A.** the proprietary interest in domain name **POINTLOOKOUT.COM** (hereinafter referred to as the "Primary Point Lookout Domain Name"), **B.** the common law trademark in the name **POINT LOOKOUT™** (hereinafter referred to as the "Common Law Trademark"), **C.** the goodwill in and associated with the residence at the geographic location known as "**POINT LOOKOUT™**" (hereinafter referred to as the "Location Goodwill"), **D.** the goodwill in and associated with the business enterprises trading under or directly by association with the name **POINT LOOKOUT™** (hereinafter referred to as the "Business Goodwill"), **E.** the *prima facie*, proprietary interest in all domain names utilizing or otherwise incorporating the Primary Point Lookout Domain Name and / or the Common Law Trademark and / or the Location Goodwill and / or the Business Goodwill (hereinafter referred to as the "General Point Lookout Domain Name Rights"), **F.** the copyright in the artwork, posters and other promotional materials used to promote **POINT LOOKOUT™** (hereinafter referred to as the "Artwork Copyrights"), **G.** the copyright (or, as applicable, the exclusive, life-of-copyright licenses) in the series of photographs of **POINT LOOKOUT™** taken by

or on behalf of **BRYAN ADAMS®** (hereinafter referred to as the "Copyright Photographs"), **H.** the sole, life-of-copyright licenses (or, as applicable, the non-exclusive, life-of-copyright licenses) in the series of photographs of **POINT LOOKOUT™** taken by magazine and other publications in agreement with **BRYAN ADAMS®** (hereinafter referred to as the "Licensed Photographs"), **I.** the so-called "choses-in-action" to prohibit the unauthorized distribution of photographs of **POINT LOOKOUT™** taken by members of the public in violation of the right-of-privacy of **BRYAN ADAMS®** and including, but not limited, pursuant to Article 8 of the European Convention on Human Rights (hereinafter referred to as the "Prohibited Photographs"), and **J.** the applicable, so-called 'moral rights' of **BRYAN ADAMS®** pertaining to the relevant classifications of other, intellectual property rights as expounded above (hereinafter referred to as the "Moral Rights").

We would also advise you that it has come to our attention that you are commercially trading by use of a **POINT LOOKOUT™** web-site (hereinafter referred to as the "Infringing Site") via the Primary Point Lookout Domain Name and by way of attempting to sell the Primary Point Lookout Domain Name via the Infringing Site, which site flagrantly infringes the intellectual property rights of **BRYAN ADAMS®** including, but not limited to and as applicable, the Primary Point Lookout Domain Name, the Common Law Trademark, the Location Goodwill, the Business Goodwill, the General Point Lookout Domain Name Rights, the Artwork Copyrights, the Copyright Photographs, the Licensed Photographs, the Prohibited Photographs and the Moral Rights, in consequence of which, Court proceedings are now contemplated against you in – *inter alia* – the United States, Canada, the United Kingdom, France, Saint Vincent & the Grenadines and Bulgaria (hereinafter referred to as the "Multi-Jurisdictional Proceedings"). As such and as you would currently appear to have control over the Infringing Site and the Primary Point Lookout Domain Name, we are obliged to inform you that, should you continue to trade using the Infringing Site and under the Primary Point Lookout Domain Name – and, in particular, should you continue to attempt to sell the Primary Point Lookout Domain Name to third parties – our aforementioned clients / principals would be obliged to initiate all appropriate pre-action protocols and as a precursor to the Multi-Jurisdictional Proceedings. Naturally, we trust that such a course of action shall not prove to be necessary and, accordingly, should you wish to avoid the Multi-Jurisdictional Proceedings, we would ask you to immediately comply with the following, simple requests:-

1. All trading under or other use of the Infringing Site and the Primary Point Lookout Domain Name must cease.
2. All attempts to sell or otherwise market the Primary Point Lookout Domain Name (via the Infringing Site or otherwise) must cease.
3. All third parties in contact or dialogue with you regarding the possible purchase of the Primary Point Lookout Domain Name must be advised of our clients' / principals' claims as expounded herein : for the avoidance of doubt, any failure by you to do so would constitute a criminal fraud and an attempt to obtain a pecuniary advantage by a deception.

4. Interim accounts relating to all gross income earned pursuant to your trading under the Infringing Site and the Primary Point Lookout Domain Name should be prepared and forwarded to Web Sheriff® on our said clients' / principals' behalf.
  
5. The Primary Point Lookout Domain Name must be transferred to our clients / principals.

Should you agree to comply with the foregoing requests, then our clients / principals shall not take any Court action against you : in this regard, we would point-out that our clients / principals have invested heavily in – again *inter alia* – the Primary Point Lookout Domain Name, the Common Law Trademark, the Location Goodwill, the Business Goodwill, the Artwork Copyrights, the Copyright Photographs, the Licensed Photographs and the Moral Rights for, cumulatively, many years and, as such, the scope for damages is both real and significant.

In all of the circumstances – and in view of the serious and on-going nature of the damage being suffered by our clients / principals – we shall look forward to hearing from you by no later than 5pm GMT / UST next Friday (that is to say, Friday 7<sup>th</sup> April), as to whether or not you wish to accept our clients' / principals' proposal (ie. as contained herein). Should you be unwilling or otherwise unable to comply with the foregoing proposal, we must ask you to provide us by return with the names and addresses of the US attorneys, Canadian attorneys, UK solicitors, French advocats and Saint Vincent lawyers whom you intend to instruct in relation to this matter for the purposes of conducting all appropriate pre-action protocols and accepting the service of such proceedings as may then be issued by our clients' / principals' appointed litigation attorneys, solicitors, advocats and lawyers on behalf of our clients / principals in such an event. Should we fail to hear from you in this regard, any such proceedings would then be served directly upon your trading premises / residential address (as applicable) by our clients' / principals' aforementioned representatives.

Additionally, we would highlight that the Infringing Site and the Primary Point Lookout Domain Name are currently being commercially exploited in a manner that seemingly violates – *inter alia* – United States federal, California state, European Union, United Kingdom and international consumer protection laws, criminal laws and money-laundering laws, by way of engaging in deceptive trade practices and by misleading members of the public in general and on-line consumers in particular. Needless to say, our clients / principals shall not hesitate to also pursue both regulatory and criminal remedies in conjunction with the pertinent authorities in each applicable jurisdiction.

Whilst writing, we would strongly caution you against communicating or otherwise 'posting' any correspondence and / or remarks to third parties that could, in any way, be construed as being defamatory of **BRYAN ADAMS®** or of any officers of **ADAMS COMMUNICATIONS INC.™** or which could otherwise constitute a malicious falsehood injurious to our said clients' / principals' business interests. We would further advise and caution you that this e-mail is both confidential and the copyright of Web Sheriff® – and is issued on a without prejudice basis (save as to legal costs) – and that, accordingly, any publication and / or communication to third parties (other than, of course, your

legal representatives) would be actionable against you : furthermore and for the avoidance of doubt, Web Sheriff® and its relevant clients / principals cannot be held liable for the consequences of the publication and / or communication of this e-mail to third parties in circumstances where such publication and / or communication originated from yourself and / or parties acting in unison with you.

As you shall fully appreciate, this correspondence – containing, as it does, a position that is potentially prejudicial to the full extent of our aforementioned clients' / principals' open, formal positions and claims against you for, *inter alia*, disclosure, injunctive relief, damages and costs – is written on a without prejudice basis (again save as to costs) and, as such, all of our said clients' / principals' accumulated, worldwide rights and civil, regulatory, consumer protection, anti-money-laundering and criminal remedies (including, but not limited to, the right to apply for disclosure, injunctive relief, damages and costs on a multi-jurisdictional basis in relation to your trading via the Infringing Site and the Primary Point Lookout Domain Name, the right to regain ownership of the Primary Point Lookout Domain Name via WIPO proceedings, the right to cite further infringements by you, such as, by way of example only, the breach of US, EU and UK consumer protection legislation and compliance regulations in respect of your web-site and abuse procedures, the right to subpoena all historical records relating to the Infringing Site and the Primary Point Lookout Domain Name, the right to report you to the appropriate, governmental and federal authorities and the right to pursue criminal proceedings in respect of your seemingly fraudulent registration of the Primary Point Lookout Domain Name) remain reserved in full.

Yours Faithfully,

## **WEB SHERIFF®**

**WEB SHERIFF® – Creative Protection™**

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